

NUMBERCRUNCHER™ EULA FOR ALL ORDERS PRODUCT

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NUMBERCRUNCHER™ EULA FOR ALL ORDERS PRODUCT

NUMBERCRUNCHER END USER'S LICENSE AGREEMENT

This End User's License Agreement ("EULA") is a legal agreement between you (either an Individual or a single entity pursuant to the licensing language below) ("you") and Fullsteam Software Holdings LLC d/b/a NumberCruncher.com, Inc.™ (hereinafter "NumberCruncher" or "Licensor") for the All Orders by NumberCruncher software product, which includes the software and all its components as well as off-line, online and electronic documentation and associated media developed by NumberCruncher. (Hereinafter referred to as "NUMBERCRUNCHER").

NUMBERCRUNCHER may also include updates and supplements to the original NUMBERCRUNCHER provided to you by NumberCruncher pursuant to maintenance and support purchased for NUMBERCRUNCHER or otherwise.

By installing, copying, downloading, accessing or otherwise using NUMBERCRUNCHER, you agree to be bound by the terms of this EULA. If you do not agree to this EULA do not install NUMBERCRUNCHER and remove any copies of it from your computer.

NUMBERCRUNCHER LICENSE

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect NUMBERCRUNCHER. NUMBERCRUNCHER is licensed, not sold. If you are an entity, NumberCruncher grants you the right to designate that number of individuals within your organization for which a user license was purchased ("LICENSED END USERS") to have the right to use NUMBERCRUNCHER as provided below.

1. LICENSE TO USE NUMBERCRUNCHER

1. NumberCruncher grants to you as an individual or entity (as applicable), a personal, nonexclusive license to make, use and install NUMBERCRUNCHER on the computers of the LICENSED END USERS for personal purposes.
2. If you are an individual, this EULA grants you, as an individual, a personal, nonexclusive license to make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for personal purposes and are not to be republished or distributed (either in hard copy or electronic form)

beyond the user's premises. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "you" shall refer to such entity and its Affiliates (as defined herein). If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the system.

3. You may also store and install a copy of NUMBERCRUNCHER on a storage device, such as a network server, used only to install or run NUMBERCRUNCHER on computers used by LICENSED END USERS in accordance with this Agreement. A single license for NUMBERCRUNCHER may not be shared or used concurrently by other users.

2. RESTRICTIONS AND LIMITATIONS

1. You may not resell, sub-license or otherwise transfer for value, NUMBERCRUNCHER.
2. You may not reverse engineer, de-compile or disassemble NUMBERCRUNCHER. You may not view or use source code, formulas, algorithms or other intellectual property developed by NumberCruncher.
3. You may not rent, lease or lend NUMBERCRUNCHER.
4. This EULA does not grant any rights in connection with any trademarks or service marks of NumberCruncher. QuickBooks is a registered trademark and service mark of Intuit Inc. in the United States and other countries.
5. You will comply with all applicable laws and regulations, including but not limited to Title III of the Americans with Disabilities Act ("ADA") and New York's state and city level Human Rights Act, and California's Unruh Civil Rights Act and Consumer Privacy Act. Customer agrees not to transfer, use or export the RDP Products in violation of any laws or regulations of any government or governmental agency.
6. We may impose reasonable conditions to your use of the Services, including, without limitation, requiring the use of NumberCruncher or its Affiliates integrated payments processing.
7. Without prejudice to any right, NumberCruncher may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of NUMBERCRUNCHER.
8. As set forth in this EULA, NumberCruncher. may provide you with support service related to NUMBERCRUNCHER ("Support Services"). Any supplemental software code provided as part of the Support Services shall be considered as part of NUMBERCRUNCHER and subject to the terms and conditions of this EULA.
9. With respect to any and all technical information you provide NumberCruncher, NumberCruncher may use such information for its business purposes, including for product support and development. NumberCruncher will not use such technical information in a form that personally identifies you.
10. If NUMBERCRUNCHER is labeled as an update or service pack, you must be properly licensed to use NUMBERCRUNCHER. NUMBERCRUNCHER that is labeled as an update or service pack, replaces and/or supplements the original NUMBERCRUNCHER and is subject to the terms and conditions of this EULA.

INTELLECTUAL PROPERTY

All title to intellectual property rights in and to NUMBERCRUNCHER including documentation, are owned by NumberCruncher. NumberCruncher reserves all rights not expressly granted.

GOVERNING LAW/JURISDICTION

This EULA shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. In case of any dispute related to this Agreement, the Parties agree to submit to personal jurisdiction in the state and federal courts in Lee County, State of Alabama. Furthermore, the Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court in Lee County, State of Alabama for purposes of any suit, action or other proceeding arising out of this Agreement. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THE TERMS, OBLIGATIONS AND/OR PERFORMANCE OF THIS AGREEMENT.

LIMITED WARRANTY

1. NumberCruncher warrants that a) NUMBERCRUNCHER will perform substantially in accordance with the accompanying documentation for a period of thirty (30) days from the date of receipt, and b) the Support Service provided by NumberCruncher shall be substantially as described in applicable materials provided to you by NumberCruncher and NumberCruncher will make commercially reasonable efforts to solve problems with NUMBERCRUNCHER. Implied warranties are limited to thirty (30) days.
2. NumberCruncher liability and exclusive remedy shall be at NumberCruncher.'s option, either to a) refund of the price paid, if any or b) repair or replacement of NUMBERCRUNCHER that does not meet NumberCruncher's Limited Warranty and that is returned to NumberCruncher with a copy of your receipt. This Limited Warranty is void if failure of NUMBERCRUNCHER has resulted from accident, abuse or misapplication. Any replacement NUMBERCRUNCHER will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.
3. To the maximum extent permitted by applicable law, NumberCruncher disclaim any and all other warranties and conditions, either express or implied, including but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the NUMBERCRUNCHER, and the provision for failure to provide Support Services. It is your responsibility to make and maintain adequate backups and to test the data backed up on a regular basis. In no

event will NumberCruncher be responsible for lost data due to inadequate backups and to non-testing of the data backed up on a regular basis.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES AND LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE NUMBERCRUNCHER OR THE FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF LICENSOR, INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN ANY CASE, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR NUMBERCRUNCHER BY YOU IN THE TWO (2) MONTHS PRECEDING THE EVENT GIVING RISE THE CLAIM OR FIVE U.S. DOLLARS (\$5.00), WHICHEVER IS GREATER.

TERM/TERMINATION

1. **Subscription/Payment.** You must subscribe to license the use of NUMBERCRUNCHER and associated services (the "Subscription") by completing Order Form for a term of at least one (1) year specifying the selected and required subscription fees ("Fees"). The initial term shall begin on the date you sign the Order Form (the "Effective Date"). If you want to add additional services or features (including additional Users), you must contact NumberCruncher in order to add services and features and either amend your existing Order Form or complete a new Order Form, and pay the required additional subscription Fees. Payment obligations are non-cancelable and Fees paid are non-refundable. Subscription Fees are based on annual periods unless otherwise specified, that begin on the Effective Date and billing each monthly or annual period thereof, as applicable. For annual billing, Fees for additional services or subscriptions added in the middle of a billing period will be charged for that period remaining in the Subscription term. You are responsible for payment of all Fees for the Order Form term. By entering into this Agreement, you expressly agreeing that Licensor will automatically bill the Fees and any subsequent renewals of the Fees to your credit card or other applicable payment method noted in the applicable Order Form on the 1st day of each term, the next business day or at the earliest convenience of Licensor. You agree to provide Licensor with complete and accurate billing and contact information.
2. **Renewal/Termination.** Thereafter, the Agreement and Order Form(s) hereunder shall automatically renew at the then-current Fees for successive Terms of the longer of one (1) year or the period of their selected initial term, unless either party gives written notice to the other of its intention not to renew at least thirty (30) days prior to the end of the current Term. If renewal Subscription Fees are not paid by the first day of a renewal term pursuant to the foregoing section, Licensor has no obligation to continue licensing Numbercruncher and associated services without interruption. As such, if renewal Subscription Fees are not timely paid, Licensor is not obligated to provide renewal license keys to enable continued use of NUMBERCRUNCHER, if applicable.

3. Termination. Either party may terminate this Agreement (including all Order Forms) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after receipt of written notice, (b) ceases operation without a successor, or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. In the event this Agreement is otherwise terminated early by Licensor, You shall pay the Fees for the remaining Term as if the Term was not terminated early. Such payment shall be due within thirty (30) days of termination.

4. General Termination. Upon termination or expiration of this Agreement by either party for any reason, (a) Licensor will cease providing NUMBERCRUNCHER and associated services, (b) you will not be entitled to any refunds of any usage fees or any other fees, pro rata or otherwise and (c) any outstanding balance owed to the Licensor for your usage of NUMBERCRUNCHER and associated services through the effective date of such termination or expiration will immediately become due and payable in full. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, warranty disclaimers and limitations of liability.

FEES AND PAYMENT; UPGRADE, DOWNGRADE AND CANCELLATION OF SERVICES

1. Fees. In consideration of the NUMBERCRUNCHER product and services provided, You will pay the Licensor all fees due according to the prices and terms set forth in your Order Form(s) or posted on the website (as applicable). Licensor reserves the right to modify its pricing and terms at any time, and such changes or modifications will be posted on the NumberCruncher website (<https://www.numbercruncher.com>) and be effective immediately upon the next renewal, billing period, upgrade or downgrade of NUMBERCRUNCHER and/or without notice to you. All payments are NON-REFUNDABLE.

2. Taxes. All fees are exclusive of all federal, state, and/or other governmental sales, goods and services, value-added, harmonized or other taxes, fees or charges. You shall be responsible for all sales, goods and services, value-added, harmonized or other taxes, fees or charges.

3. Billing Policies and Cycles. All billing invoices and payment notifications will be emailed to your identified billing contact or posted on your account portal. The billing cycle begins on the day you complete your NUMBERCRUNCHER subscription registration (the "Billing Date") and is due on a corresponding day each month, partial year or year thereafter, depending on the plan selected and billing terms for individual product and services.

4. Payment. A valid credit card is required for accounts to process payment. Licensor will automatically charge your credit card on file based on your billing cycle (monthly, partial yearly or yearly, depending on the Services selected and billing terms for individual Services) until you validly terminate NUMBERCRUNCHER. Fees for prepaid NUMBERCRUNCHER services are based on services purchased, regardless of actual usage and payments made for such services are NON-REFUNDABLE. LICENSOR DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL DAYS, MONTHS OR YEARS AND DOES NOT PROVIDE REFUNDS EVEN IF YOU DO NOT USE YOUR ACCOUNTS OR LOG-IN.

5. Unpaid Accounts. Unpaid amounts are subject to a late payment charge of 1.5% per month, or the maximum legal rate allowed by law, whichever is less. If payment is not received within seven (7) calendar days of the billing date, Licensor will automatically revoke access to your account. Licensor may or may not contact you directly to notify you of the unpaid account. Accounts past due over 30 days will automatically be deactivated. In the event of nonpayment or any shortfall in fees, you authorize us and our "Affiliates" to offset, increase fees, dues, assessments, and/or debit any of your accounts, including those

accounts associated with a payment processing agreement between you and our Affiliates. As used herein, Affiliate of a party means any corporation or other entity that such party directly or indirectly controls, is controlled by, or is under common control with. In this context, a party "controls" a corporation or other entity if it or any combination of it or any combination of it and/or its Affiliates owns more than fifty percent (50%) of the voting rights for (i) the board of directors, or (ii) other mechanism of control for such corporation or other entity.

6. Disputed Charges/Billing Inquiries. It is your obligation to review all charges for accuracy. You have 30 days from the date of billing to contact the Licensor and/or dispute the charge. Failure to do so within the specified time frame will constitute your agreement that all charges are valid and you thereby waives any claims you may have had regarding such charge.
7. Upgrades. Should you elect to upgrade, including, but not limited to, adding more Users or purchasing additional NUMBERCRUNCHER services, the Billing Date of the next renewal period will remain the same; however, you will be billed immediately for the pro-rata portion of the upgraded services fee for the remainder of the current billing period.
8. Downgrades. Should you elect to downgrade, including, but not limited to, reducing its Users or deactivating certain NUMBERCRUNCHER services, the downgrade will take effect on the commencement of the next renewal period. In other words, Licensor DOES NOT provide credits or refunds on downgrades that are effective during the applicable billing period (whether such period is a month, quarter or year).
9. Cancellations. NUMBERCRUNCHER will continue in effect until you validly terminate the services.
10. Automatic Renewal. You must notify Licensor of your intent to terminate prepaid NUMBERCRUNCHER services at least thirty (30) calendar days before the billing renewal date. If notice is not received before such date, such services will automatically renew for the subsequent renewal period subject to timely payment.

MAINTENANCE

Maintenance entitles you to receive updates, upgrades and new releases or versions of NUMBERCRUNCHER, including updated documentation, pursuant to the terms set forth at <https://info.ordertime.com/all-orders-maintenance-policy-update-lp> at such time as Licensor makes such updates, upgrades and new releases or versions available generally to its licensees, as Licensor solutions may be provided in its sole discretion without additional charge other than payment of the Maintenance and Support Services fees described at <https://info.ordertime.com/all-orders-maintenance-policy-update-lp>, updated at or as may be updated hereafter without notice. You will receive the initial term of Maintenance upon your initial purchase of NUMBERCRUNCHER. Maintenance can be renewed by prepaying Licensor the applicable published maintenance fee. Maintenance shall terminate one (1) year from a) in the case of the first year, the date of Initial Purchase of the Licensed Software or b) in the case of subsequent years from the date of Maintenance renewal. NUMBERCRUNCHER will cease to operate approximately one (1) month after the expiration of the Maintenance period if not renewed.

SUPPORT

Licensee must have Maintenance described above in order to receive Support Services. Support Services entitles you as licensor of NUMBERCRUNCHER to telephone or assistance at Licensor's published number, and/or assistance via E-mail or other automated processes. Support Services are currently available Monday through Friday, 9:00 a.m. to 5:00 p.m. EST. The hours and days of Support Services are subject to change at any time; Licensor may provide advance notice of any such change. Support Services shall be provided pursuant to the description set forth at <https://numbercruncher.com/t-support-services-support-plans.aspx>, and Licensor reserves the right to revise, change and modify Support Services at any time without notice. You hereby agree to abide by the Licensor support procedures and processes set forth therein. You may purchase Additional Services not included in Support Services as set forth on the above-referenced Support Services page and you agree to pay for any such services at the then current published rates within thirty (30) days of invoice.

EULA dated November 1, 2024
